

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**
Philadelphia Division

IN RE: JANICE Y THOMAS Wells Fargo Bank, N.A., Movant vs. JANICE Y THOMAS, Debtor	Case No. 21-11344-amc Chapter 13
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**OBJECTION TO CONFIRMATION
OF DEBTOR(S)' CHAPTER 13 PLAN**

Wells Fargo Bank, N.A. ("Movant"), by and through its undersigned counsel, files this *Objection to Confirmation of Debtor's Chapter 13 Plan* (Doc 2), and states as follows:

1. The Debtor filed a voluntary petition pursuant to Chapter 13 of the Bankruptcy Code on May 11, 2021.
2. Movant holds a security interest in the Debtor's real property located at 602 Wanamaker Road, Abington Township, PA 19046 (the "Property"), by virtue of a Mortgage which is recorded in Book 10744 at Page 0771 in Official Records of Montgomery County, Pennsylvania. Said Mortgage secures a Note in the amount of \$173,500.00.
3. The Debtor filed a Chapter 13 Plan (the "Plan") on May 11, 2021 (Doc 2).
4. Movant filed a Proof of Claim in this case on June 7, 2021 (Claim No. 5-1) which lists a pre-petition arrears in the amount of \$73,749.17; total debt in the amount of \$203,771.12.

5. The Plan includes payments toward the Note and Mortgage with Movant, however the figures used by the Debtor is inaccurate and do not conform to Movant's timely-filed Proof of Claim. The correct pre-petition arrearage due Movant is \$73,749.17, whereas the Plan proposes to pay only \$65,949.24. Therefore, the Plan is not in compliance with the requirements of 11 U.S.C. §§ 1322(b)(3) and 1325(a)(5) and cannot be confirmed. Movant objects to any plan which proposes to pay it anything less than \$73,749.17 as the pre-petition arrearage over the life of the plan.

6. The regular monthly mortgage payment which is due on the subject Note and Mortgage should be \$1,556.84, not \$0.00, as indicated in the Plan. Further, the monthly payment is subject to periodic adjustments for escrow and/or for variable interest rates and thus must be amended during the pendency of the plan in accordance with the loan documents. Movant objects to the Plan and to any plan which does not appropriately provide for the correct regular monthly mortgage payment.

WHEREFORE, Movant respectfully requests the entry of an Order which denies confirmation of the Plan unless such plan is amended to overcome the objections of Movant as stated herein, and for such other and further relief as the Court may deem just and proper.

/s/ Andrew Spivack
Andrew Spivack (Bar No. 84439)
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IN RE:
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Wells Fargo Bank, N.A.,
Movant

vs.

JANICE Y THOMAS,
Debtor

Case No. 21-11344-amc
Chapter 13

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and exact copy of the foregoing Objection to Confirmation of Debtor(s)' Chapter 13 Plan has been electronically served or mailed, postage prepaid on June 21, 2021 to the following:

JANICE Y THOMAS
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JENKINTOWN, PA 19046

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William C. Miller, Bankruptcy Trustee
Chapter 13 Trustee
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United States Trustee, US Trustee
Office of the U.S. Trustee
200 Chestnut Street, Suite 502
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